9-3601170

No.

Date - DEC # 8 1979

CRAVATH, SWAINE & MOORE

ICC Washington, D. C.

MAURICE T. MOORE BRUCE BROMLEY WILLIAM B. MARSHALL RALPH L. MCAFEE BOYALL VICTOR ALLEN H. MERRILL HENRY W. DEKOSMIAN ALLEN F. MAULSBY STEWARD R. BROSS, JR. HENRY P. RIORDAN JOHN R. HUPPER SAMUEL C. BUTLER WILLIAM J. SCHRENK, JR. BENJAMIN F. CRANE FRANCIS F. RANDOLPH, JR. JOHN F. HUNT GEORGE J. GILLESPIE III RICHARD S. SIMMONS WAYNE E. CHAPMAN THOMAS D. BARR MELVIN L. BEDRICK GEORGE T. LOWY ROBERT ROSENMAN

JOHN E. YOUNG JAMES M. EDWARDS DAVID G. ORMSBY DAVID L. SCHWARTZ RICHARD J. HIEGEL FREDERICK A. O. SCHWARZ, JR. CHRISTINE BESHAR ROBERT S. RIFKIND DAVID BOIES DAVID O. BROWNWOOD PAUL M. DODYK RICHARD M. ALLEN THOMAS R. BROME ROBERT D. JOFFE ROBERT F. MULLEN ALLEN FINKELSON RONALD S. ROLFE JOSEPH R. SAHID PAUL C. SAUNDERS MARTIN L. SENZEL DOUGLAS D. BROADWATER ALAN C. STEPHENSON RICHARD I HOFEMAN JOSEPH A. MULLINS

New York, N. Y. 10005

ONE CHASE MANHATTAN PLAZA

212 HANOVER 2-3000

TELEX RCA 233663 WUD 125547 WUL 620976

RECORDATION NO.

DEC 26 1979 - 3 55 PM

INTERSTATE CUMMERCE COMMISSION TELEPHONE: 265-81-54

COUNSEL
CARLYLE E. MÀW
ALBERT R. CONNELLY
FRANK H. DETWEILER
GEORGE G. TYLER

L. R. BRESLIN, JR.
GEORGE B. TURNER
JOHN H. MORSE
HAROLD R. MEDINA, JR.
CHARLES R. LINTON

4, PLACE DE LA CONCORDE 75008 PARIS, FRANCE TELEPHONE: 265-81-54 TELEX: 290530

33 THROGMORTON STREET LONDON, EC2N 2BR, ENGLAND TELEPHONE 01-606-1421 TELEX: 8814901

CABLE ADDRESSES
CRAVATH, N. Y.
CRAVATH, PARIS
CRAVATH, LONDON E. C. 2

December 26, 1979

Mu Jee Mir 10361-D Joe No 10361-D

ALAN J. HRUSKA

Amendment Agreement Dated as of December 1, 1979

Amending Conditional Sale Agreement No. 2

Filed under Recordation No. 10361 and
Lease No. 2 Filed under Recordation No. 10361-B

Dear Madam:

MAX R. SHULMAN

Pursuant to 49 U.S.C. § 11303 and the Commission's rules and regulations thereunder, as amended, I enclose herewith on behalf of Burlington Northern Inc. for filing and recordation nine counterparts of the following document:

Amendment Agreement dated as of December 1, 1979, among Burlington Northern Inc., as Lessee, Mercantile-Safe Deposit and Trust Company, as Agent, The Connecticut Bank and Trust Company, as Owner-Trustee, General Motors Corporation (Electro-Motive Division) and General Electric Company, as Builders, and other parties.

The Amendment Agreement amends a Conditional Sale Agreement No. 2, dated as of February 1, 1979, previously filed and recorded with the Interstate Commerce Commission on May 10, 1979, at 1:40 p.m., Recordation Number 10361 and a Lease of Railroad Equipment No. 2, dated as of February 1, 1979, previously filed and recorded as above with the Interstate Commerce Commission on May 10, 1979, at 1:40 p.m., Recordation Number 10361-B.

The Amendment Agreement provides for the addition of two additional units of Equipments

My Rush

Please file and record the Amendment Agreement submitted with this letter and assign it Recordation Number 10361-D .

Enclosed is a check for \$10 payable to the Interstate Commerce Commission for the recordation fee for the Amendment Agreement.

Please stamp all nine counterparts of the enclosed document with your official recording stamp. You will wish to retain one copy of the instrument and this transmittal letter for your files. It is requested that the eight remaining counterparts of the document be delivered to the bearer of this letter.

Very truly yours,

Laurance V. Goodrich

As Agent for Burlington Northern Inc.

Agatha L. Mergenovich
Secretary,
Interstate Commerce Commission,
Washington, D. C. 20423

Encl.

RECODERATION NO. 1361 AT Filed 1425

[CS&M Ref. 2164-082]

DEC 26 1979 -3 55 PM

INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT dated as of December 1, 1979, among BURLINGTON NORTHERN INC. ("Lessee"), MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY ("Agent"), GENERAL ELECTRIC CREDIT CORPORATION, NORTHWESTERN NATIONAL BANK OF MINNEAPOLIS (collectively "Owners"), THE CONNECTICUT BANK AND TRUST COMPANY, not individually but solely in its capacity as Trustee ("Owner-Trustee") under a Trust Agreement No. 2 dated as of February 1, 1979, with the Owners, METROPOLITAN LIFE INSURANCE COMPANY ("Investor"), GENERAL MOTORS CORPORA-TION (ELECTRO-MOTIVE DIVISION) ("EMD") and GENERAL ELECTRIC COMPANY (collectively "Builders").

WHEREAS the parties hereto (other than the Builders) constitute all the parties to Participation Agreement No. 2 dated as of February 1, 1979 ("Participation Agreement No. 2"), and the terms defined therein are used herein with the same meanings;

WHEREAS the parties hereto constitute all the parties to Conditional Sale Agreement No. 2, Lease No. 2, CSA Assignment No. 2, Lease Assignment No. 2, Consent No. 2, Trust Agreement No. 2, Indemnity Agreement No. 2 and Funding Agreement No. 2 (collectively "Related Documents");

WHEREAS the parties hereto expected that 42 EMD units of Equipment would be delivered and accepted under Conditional Sale Agreement No. 1, but two of such EMD units of Equipment were not in fact delivered and accepted thereunder and were excluded therefrom pursuant to the terms of Conditional Sale Agreement No. 1;

WHEREAS the parties hereto desire that said two EMD units bearing Lessee's road numbers BN 7922 and BN 8030 ("Additional Equipment") be financed pursuant to Participation Agreement No. 2;

WHEREAS the parties hereto desire to amend Participation Agreement No. 2 and the Related Documents to provide for the financing of the Additional Equipment;

WHEREAS Conditional Sale Agreement No. 2, CSA Assignment No. 2, Lease No. 2 and Lease Assignment No. 2 were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on May 10, 1979, at 1:40 p.m., recordation numbers 10361, 10361-A, 10361-B and 10361-C, respectively, and deposited in the Office of the Registrar General of Canada pursuant to Section 86 of the Railway Act of Canada on May 28, 1979, at 9:15 a.m.

NOW, THEREFORE, the parties hereto agree as

## follows:

- l. Participation Agreement No. 2 is hereby amended to redefine the term "Equipment" to include the Additional Equipment with an estimated unit base price of \$696,360 each, to increase the respective funding commitments of the Owners and the Investor correspondingly and to establish the Deposit Date and the Closing Date for the Additional Equipment as on or about December 27, 1979.
- 2. Conditional Sale Agreement No. 2 is hereby amended as necessary to add the Additional Equipment, including, without limitation, increasing the figure set forth in Item 5 of Annex A thereto to \$46,760,286.
- 3. Annex B to Conditional Sale Agreement No. 2 is hereby amended and restated in its entirety as shown in Exhibit A hereto.
- 4. Appendix A to Lease No. 2 is hereby amended and restated in its entirety as shown in Exhibit B hereto.
- 5. CSA Assignment No. 2, Lease Assignment No. 2, Consent No. 2, Trust Agreement No. 2, Indemnity Agreement No. 2 and Funding Agreement No. 2 are each hereby amended as necessary to permit the aforesaid amendments to Participation Agreement No. 2, Conditional Sale Agreement No. 2 and Lease No. 2, as though originally set forth therein.
- 6. The Lessee will promptly cause this Amendment Agreement to be filed and recorded in accordance with the provisions of Article 19 of the Conditional Sale Agreement No. 2 and § 18 of Lease No. 2.

7. Except as amended hereby, Participation Agreement No. 2 and the Related Documents shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized as of the day and year first above written.

BURLINGTON NORTHERN INC.,

bv

Vice President and Treasurer

[Corporate Seal]

Attest:

Assistant Secretary

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Agent as aforesaid,

by

Assistant Vice President

[Corporate Seal]

Attest:

Corporate Trust Officer

	THE CONNECTICUT BANK AND TRUST COMPANY, as Owner-Trustee as aforesaid,
	by
e p	Authorized Officer
[Corporate Seal]	
Attest:	
Authorized Officer	
	GENERAL ELECTRIC CREDIT CORPORATION,
	by
[Corporate Seal]	
Attest:	
•	
	NORTHWESTERN NATIONAL BANK OF MINNEAPOLIS,
	by
	Vice President
[Corporate Seal]	

Attest:

METROPOLITAN LIFE INSURANCE

	COMPANY,
	by
	Vice President
	by
	Assistant General Counsel
[Corporate Seal]	
Attest:	
Assistant Secretary	
	GENERAL MOTORS CORPORATION (ELECTRO-MOTIVE DIVISION),
	by
	Vice President
[Corporate Seal]	
Attest:	
Assistant Secretary	
	GENERAL ELECTRIC COMPANY,
	by
[Corporate Seal]	· · · · · · · · · · · · · · · · · · ·
Attest:	
Attesting Secretary	

STATE OF MINNESOTA, )
) ss.:
COUNTY OF RAMSEY, )

On this 20 day of December 1979, before me personally appeared R. C. BURTON, JR., to me personally known, who, being by me duly sworn, says that he is the Vice President and Treasurer of BURLINGTON NORTHERN INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[Notarial Seal]

My Commission expires

J. H. McCARTHY

NOTARY PUBLIC - MINNESOTA

RAMSEY COUNTY

My Comm. Expires Jan. 6, 1982

STATE OF MARYLAND, )
) ss.:
CITY OF BALTIMORE, )

On this day of December 1979, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is the Assistant Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

STATE OF CONNECTICUT, )
) ss.:
COUNTY OF HARTFORD,

On this day of December 1979, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of THE CONNECTICUT BANK AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF , ) , ss.:

On this day of December 1979, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is an of GENERAL ELECTRIC CREDIT CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

STATE OF ,)
COUNTY OF ,)

On this day of December 1979 before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a of NORTHWESTERN NATIONAL BANK OF MINNEAPOLIS, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF NEW YORK, )
) ss.:
COUNTY OF NEW YORK,)

On this day of December 1979 before me personally appeared WILLIAM J. BLANCHFIELD and MARCUS N. LAMB, to me personally known, who, being by me duly sworn, say that they are, respectively, Vice President and Assistant General Counsel of METROPOLITAN LIFE INSURANCE COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

```
STATE OF ILLINOIS, )
) ss.:
COUNTY OF COOK, )
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On this day of December 1979 before me personally appeared P. K. HOGLUND, to me personally known, who, being by me duly sworn, says that he is a Vice President of GENERAL MOTORS CORPORATION (Electro-Motive Division), that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires

COMMONWEALTH OF PENNSYLVANIA, )
) ss.:
COUNTY OF ERIE, )

On this day of December 1979 before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a of GENERAL ELECTRIC COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

ANNEX B

2

CONDITIONAL SALE AGREEMENT

<b>K                                    </b>	August through December 1979, at Fridley, Minnesota	October, 1979, F.O.B. Builder's plant at Erie, Pennsylvania
Time and Place of Delivery	August t December Fridley,	October, 1979 F.O.B. Build plant at Erio Pennsylvania
Esti- mated Total Base Price	\$42,477,960	4,282,326
Esti- mated* Unit Base Price	096,360	713,721
Lessee's Road Numbers (Both Inclusive)	BN 7922 80308089	EN 5000 5008-5012
Quantity	61	<b>,                                    </b>
Builder's Plant	La Grange, Illinois	Erie, Pennsyl- vania
Builder's Specifi- cations	8087	3390G
Builder	QWa	원
Type	3,000 h.p Model SD 40-2 diesel- electric locomotive	3,000 h.p. Model C30-7 diesel- electric locamotive

\* The Estimated Unit Base Price includes prepaid freight to Fridley, Minnesota.

\$46,760,286

<u>67</u>

APPENDIX A TO LEASE

Lessee's Esti- Esti- Road mated* mated* Builder's Specifi- Builder's (Both Base Base Plant Quantity Inclusive)   Price   Delivery	EMD 8087 La Grange, 61 BN 7922 \$696,360 \$42,477,960 August through Illinois 8030-8089 Fridley, Minnesota	GE 3390G Erie, 6 BN 5000 713,721 4,282,326 October, 1979, Pennsyl- 5008—5012 at Erie, vania
-		
Type Build	,000 h.p Model EMSD 40-2 diesel- electric locomotive	,000 h.p. Model GE C30-7 diesel- electric locomotive

\* The Estimated Unit Base Price includes prepaid freight to Fridley, Minnesota.

AMENDMENT AGREEMENT dated as of December 1, 1979, among BURLINGTON NORTHERN INC. ("Lessee"), MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY ("Agent"), GENERAL ELECTRIC CREDIT CORPORATION, NORTHWESTERN NATIONAL BANK OF MINNEAPOLIS (collectively "Owners"), THE CONNECTICUT BANK AND TRUST COMPANY, not individually but solely in its capacity as Trustee ("Owner-Trustee") under a Trust Agreement No. 2 dated as of February 1, 1979, with the Owners, METROPOLITAN LIFE INSURANCE COMPANY ("Investor"), GENERAL MOTORS CORPORATION (ELECTRO-MOTIVE DIVISION) ("EMD") and GENERAL ELECTRIC COMPANY (collectively "Builders").

WHEREAS the parties hereto (other than the Builders) constitute all the parties to Participation Agreement No. 2 dated as of February 1, 1979 ("Participation Agreement No. 2"), and the terms defined therein are used herein with the same meanings;

WHEREAS the parties hereto constitute all the parties to Conditional Sale Agreement No. 2, Lease No. 2, CSA Assignment No. 2, Lease Assignment No. 2, Consent No. 2, Trust Agreement No. 2, Indemnity Agreement No. 2 and Funding Agreement No. 2 (collectively "Related Documents");

WHEREAS the parties hereto expected that 42 EMD units of Equipment would be delivered and accepted under Conditional Sale Agreement No. 1, but two of such EMD units of Equipment were not in fact delivered and accepted thereunder and were excluded therefrom pursuant to the terms of Conditional Sale Agreement No. 1;

WHEREAS the parties hereto desire that said two EMD units bearing Lessee's road numbers BN 7922 and BN 8030 ("Additional Equipment") be financed pursuant to Participation Agreement No. 2;

WHEREAS the parties hereto desire to amend Participation Agreement No. 2 and the Related Documents to provide for the financing of the Additional Equipment; and

WHEREAS Conditional Sale Agreement No. 2, CSA Assignment No. 2, Lease No. 2 and Lease Assignment No. 2 were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on May 10, 1979, at 1:40 p.m., recordation numbers 10361, 10361-A, 10361-B and 10361-C, respectively, and deposited in the Office of the Registrar General of Canada pursuant to Section 86 of the Railway Act of Canada on May 28, 1979, at 9:15 a.m.

NOW, THEREFORE, the parties hereto agree as

## follows:

- 1. Participation Agreement No. 2 is hereby amended to redefine the term "Equipment" to include the Additional Equipment with an estimated unit base price of \$696,360 each, to increase the respective funding commitments of the Owners and the Investor correspondingly and to establish the Deposit Date and the Closing Date for the Additional Equipment as on or about December 27, 1979.
- 2. Conditional Sale Agreement No. 2 is hereby amended as necessary to add the Additional Equipment, including, without limitation, increasing the figure set forth in Item 5 of Annex A thereto to \$46,760,286.
- 3. Annex B to Conditional Sale Agreement No. 2 is hereby amended and restated in its entirety as shown in Exhibit A hereto.
- 4. Appendix A to Lease No. 2 is hereby amended and restated in its entirety as shown in Exhibit B hereto.
- 5. CSA Assignment No. 2, Lease Assignment No. 2, Consent No. 2, Trust Agreement No. 2, Indemnity Agreement No. 2 and Funding Agreement No. 2 are each hereby amended as necessary to permit the aforesaid amendments to Participation Agreement No. 2, Conditional Sale Agreement No. 2 and Lease No. 2, as though originally set forth therein.
- 6. The Lessee will promptly cause this Amendment Agreement to be filed and recorded in accordance with the provisions of Article 19 of the Conditional Sale Agreement No. 2 and § 18 of Lease No. 2.

7. Except as amended hereby, Participation Agreement No. 2 and the Related Documents shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized as of the day and year first above written.

BURLINGTON NORTHERN INC.,

by

Vice President and Treasurer

[Corporate Seal]

Attest:

Assistant Secretary

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Agent as aforesaid,

by

Assistant Vice President

[Corporate Seal]

Attest:

Corporate Trust Officer

by				
	Autho	orize	d Of	fice
			•	
		•		
GENERAL CORPORA		TRIC	CRED	ΙΤ
		TRIC	CRED	ΙΤ
CORPORA!		TRIC		IT
CORPORA!		FRIC		IT
CORPORA!		TRIC		IT

Vice President

•	
[Corporate Seal]	
Attest:	

[Corporate Seal]

[Corporate Seal]

Authorized Officer

Attest:

Attest:

METROPOLITAN LIFE INSURANCE

	COMPANY,
	by
	Vice President
	by
	Assistant General Counsel
[Corporate Seal]	
Attest:	
Assistant Secretary	
	GENERAL MOTORS CORPORATION (ELECTRO-MOTIVE DIVISION),
	by
	Vice President
[Corporate Seal]	
Attest:	
Assistant Secretary	
	GENERAL ELECTRIC COMPANY,
	by
[Commonts Cost]	
[Corporate Seal]	
Attest:	
Attesting Secretary	

STATE OF MINNESOTA, )
) ss.:
COUNTY OF RAMSEY, )

On this day of December 1979, before me personally appeared R. C. BURTON, JR., to me personally known, who, being by me duly sworn, says that he is the Vice President and Treasurer of BURLINGTON NORTHERN INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF MARYLAND, )
) ss.:
CITY OF BALTIMORE, ) //

On this day of December 1979, before me personally appeared R. E. Schreiber, to me personally known, who, being by me duly sworn, says that he is the Assistant Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires 7-/-82

STATE OF CONNECTICUT, )
) ss.:
COUNTY OF HARTFORD, )

On this day of December 1979, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of THE CONNECTICUT BANK AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF , ) ss.: CITY OF , )

On this day of December 1979, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is an of GENERAL ELECTRIC CREDIT CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

STATE OF ,)
COUNTY OF ,)

On this day of December 1979 before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a of NORTHWESTERN NATIONAL BANK OF MINNEAPOLIS, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF NEW YORK, )
) ss.:
COUNTY OF NEW YORK,)

On this day of December 1979 before me personally appeared WILLIAM J. BLANCHFIELD and MARCUS N. LAMB, to me personally known, who, being by me duly sworn, say that they are, respectively, Vice President and Assistant General Counsel of METROPOLITAN LIFE INSURANCE COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

```
STATE OF ILLINOIS, )
) ss.:
COUNTY OF COOK, )
```

On this day of December 1979 before me personally appeared P. K. HOGLUND, to me personally known, who, being by me duly sworn, says that he is a Vice President of GENERAL MOTORS CORPORATION (Electro-Motive Division), that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires

COMMONWEALTH OF PENNSYLVANIA, )

COUNTY OF ERIE, )

On this day of December 1979 before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a of GENERAL ELECTRIC COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

ANNEX B

2

CONDITIONAL SALE AGREEMENT

	,	
Time and Place of Delivery	August through December 1979, at Fridley, Minnesota	October, 1979, F.O.B. Builder's plant at Erie, Pennsylvania
Esti- mated Total Base Price	\$42,477,960	4,282,326
Esti- mated* Unit Base Price	9698,360	713,721
Lessee's Road Numbers (Both Inclusive)	EN 7922 8030-8089	EN 5000 5008-5012
Quantity	61	<b>9</b>
Builder's Plant	La Grange, Illinois	Erie, Pennsyl- vania
Builder's Specifi- cations	8087	3390G
Builder	EMD	원
Type	3,000 h.p Model SD 40-2 diesel- electric locomotive	3,000 h.p. Model C30-7 diesel- electric locomotive

\* The Estimated Unit Base Price includes prepaid freight to Fridley, Minnesota.

\$46,760,286

<u>67</u>

APPENDIX A TO LEASE

Time and Place of Delivery	August through December 1979, at Fridley, Minnesota	October, 1979, at Erie, Pennsylvania
표조심	Aug Dec Fri	Oct at Pen
Esti- mated Total Base Price	\$42,477,960	4,282,326
Esti- mated* Unit Base Price	3696,360	713,721
Lessee's Road Numbers (Both Inclusive)	BN 7922 8030-8089	EN 5000 5008-5012
Quantity	61	φ
Builder's Plant	La Grange, Illinois	Erie, Pennsyl- vania
Builder's Specifi- cations	8087	3390G
Builder	Qwa	35
Type	3,000 h.p Model SD 40-2 diesel- electric locomotive	3,000 h.p. Model C30-7 diesel- electric

The Estimated Unit Base Price includes prepaid freight to Fridley, Minnesota

<u>67</u>

AMENDMENT AGREEMENT dated as of December 1, 1979, among BURLINGTON NORTHERN INC. ("Lessee"), MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY ("Agent"), GENERAL ELECTRIC CREDIT CORPORATION, NORTHWESTERN NATIONAL BANK OF MINNEAPOLIS (collectively "Owners"), THE CONNECTICUT BANK AND TRUST COMPANY, not individually but solely in its capacity as Trustee ("Owner-Trustee") under a Trust Agreement No. 2 dated as of February 1, 1979, with the Owners, METROPOLITAN LIFE INSURANCE COMPANY ("Investor"), GENERAL MOTORS CORPORATION (ELECTRO-MOTIVE DIVISION) ("EMD") and GENERAL ELECTRIC COMPANY (collectively "Builders").

WHEREAS the parties hereto (other than the Builders) constitute all the parties to Participation Agreement No. 2 dated as of February 1, 1979 ("Participation Agreement No. 2"), and the terms defined therein are used herein with the same meanings;

WHEREAS the parties hereto constitute all the parties to Conditional Sale Agreement No. 2, Lease No. 2, CSA Assignment No. 2, Lease Assignment No. 2, Consent No. 2, Trust Agreement No. 2, Indemnity Agreement No. 2 and Funding Agreement No. 2 (collectively "Related Documents");

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WHEREAS the parties hereto desire that said two EMD units bearing Lessee's road numbers BN 7922 and BN 8030 ("Additional Equipment") be financed pursuant to Participation Agreement No. 2;

WHEREAS the parties hereto desire to amend Participation Agreement No. 2 and the Related Documents to provide for the financing of the Additional Equipment; and

WHEREAS Conditional Sale Agreement No. 2, CSA Assignment No. 2, Lease No. 2 and Lease Assignment No. 2 were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on May 10, 1979, at 1:40 p.m., recordation numbers 10361, 10361-A, 10361-B and 10361-C, respectively, and deposited in the Office of the Registrar General of Canada pursuant to Section 86 of the Railway Act of Canada on May 28, 1979, at 9:15 a.m.

NOW, THEREFORE, the parties hereto agree as

## follows:

- 1. Participation Agreement No. 2 is hereby amended to redefine the term "Equipment" to include the Additional Equipment with an estimated unit base price of \$696,360 each, to increase the respective funding commitments of the Owners and the Investor correspondingly and to establish the Deposit Date and the Closing Date for the Additional Equipment as on or about December 27, 1979.
- 2. Conditional Sale Agreement No. 2 is hereby amended as necessary to add the Additional Equipment, including, without limitation, increasing the figure set forth in Item 5 of Annex A thereto to \$46,760,286.
- 3. Annex B to Conditional Sale Agreement No. 2 is hereby amended and restated in its entirety as shown in Exhibit A hereto.
- 4. Appendix A to Lease No. 2 is hereby amended and restated in its entirety as shown in Exhibit B hereto.
- 5. CSA Assignment No. 2, Lease Assignment No. 2, Consent No. 2, Trust Agreement No. 2, Indemnity Agreement No. 2 and Funding Agreement No. 2 are each hereby amended as necessary to permit the aforesaid amendments to Participation Agreement No. 2, Conditional Sale Agreement No. 2 and Lease No. 2, as though originally set forth therein.
- 6. The Lessee will promptly cause this Amendment Agreement to be filed and recorded in accordance with the provisions of Article 19 of the Conditional Sale Agreement No. 2 and § 18 of Lease No. 2.

7. Except as amended hereby, Participation Agreement No. 2 and the Related Documents shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized as of the day and year first above written.

BURLINGTON NORTHERN INC.,

by

Vice President and Treasurer

[Corporate Seal]

Attest:

Assistant Secretary

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Agent as aforesaid,

by

Assistant Vice President

[Corporate Seal]

Attest:

Corporate Trust Officer

THE CONNECTICUT BANK AND TRUST COMPANY, as Owner-Trustee as aforesaid,

	14/ufter
	Authorized Officer
[Corporate Seal]	
Attest:	
Authorized Officer	
,	GENERAL ELECTRIC CREDIT CORPORATION,
	by
[Corporate Seal]	
Attest:	
	NORTHWESTERN NATIONAL BANK OF MINNEAPOLIS,
	by
	Vice President
[Corporate Seal]	
Attest:	

METROPOLITAN LIFE INSURANCE

	COMPANY,
	by
	Vice President
	by
	Assistant General Counsel
[Corporate Seal]	
Attest:	
Assistant Secretary	
	GENERAL MOTORS CORPORATION (ELECTRO-MOTIVE DIVISION),
The factor of the second of th	by
	Vice President
[Corporate Seal]	
Attest:	
Assistant Secretary	
noorbeant beeretary	
	GENERAL ELECTRIC COMPANY,
	by
[Corporate Seal]	
Attest:	
Attocking Coards	
Attesting Secretary	

STATE OF MINNESOTA, )

(COUNTY OF RAMSEY, )

On this day of December 1979, before me personally appeared R. C. BURTON, JR., to me personally known, who, being by me duly sworn, says that he is the Vice President and Treasurer of BURLINGTON NORTHERN INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF MARYLAND, )
) ss.:
CITY OF BALTIMORE, )

On this day of December 1979, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is the Assistant Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

STATE OF CONNECTICUT, )
) ss.:
COUNTY OF HARTFORD,

On this Mday of December 1979, before me personally appeared DONALD E. SMITH to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of THE CONNECTICUT BANK AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[Notarial Seal]

My Commission expires

Notary Public

BARBARA S. KACICH NOTARY PUBLIC MY COMMISSION EXPIRES MARCH 31, 1982

STATE OF , ) ss. CITY OF , )

On this day of December 1979, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is an of GENERAL ELECTRIC CREDIT CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

STATE OF ,) ) ss.:
COUNTY OF ,)

On this day of December 1979 before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a of NORTHWESTERN NATIONAL BANK OF MINNEAPOLIS, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF NEW YORK, )
) ss.:
COUNTY OF NEW YORK,)

On this day of December 1979 before me personally appeared WILLIAM J. BLANCHFIELD and MARCUS N. LAMB, to me personally known, who, being by me duly sworn, say that they are, respectively, Vice President and Assistant General Counsel of METROPOLITAN LIFE INSURANCE COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

```
STATE OF ILLINOIS, )

COUNTY OF COOK, )
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On this day of December 1979 before me personally appeared P. K. HOGLUND, to me personally known, who, being by me duly sworn, says that he is a Vice President of GENERAL MOTORS CORPORATION (Electro-Motive Division), that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires

COMMONWEALTH OF PENNSYLVANIA, )

COUNTY OF ERIE, )

On this day of December 1979 before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a of GENERAL ELECTRIC COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

ANNEX B

19

CONDITIONAL SALE AGREEMENT

	Time and Place of	Delivery	August through December 1979, at Fridley, Minnesota	October, 1979, F.O.B. Builder's plant at Erie, Pennsylvania
Esti- mated	Total Base	Price	\$42,477,960	4,282,326
Esti- mated*	Unit Base	Price	096,360	713,721
Lessee's Road	Numbers (Both	Inclusive)	BN 7922 8030-8089	EN 5000 5008-5012
		Quantity	61	<b>9</b>
	Builder's	Plant	La Grange, Illinois	Erie, Pennsyl- vania
,	Builder's Specifi-	cations	8087	33900
		Builder	EMD	병
		Type	3,000 h.p Model SD 40-2 diesel- electric locomotive	3,000 h.p. Model C30-7 diesel- electric locomotive

\* The Estimated Unit Base Price includes prepaid freight to Fridley, Minnesota.

\$46,760,286

<u>67</u>

APPENDIX A TO LEASE

ed Time and se Place of Delivery	77,960 August through December 1979, at Fridley, Minnesot	4,282,326 October, 1979, at Erie, Pennsylvania	<u> 50,286</u>
Esti- mated Total Base Price	60 \$42,477,960		\$46,760,286
Esti- mated* Unit Base E)	989, 360	713,721	
Lessee's Road Numbers (Both Inclusive)	BN 7922 8030-8089	BN 5000 5008-5012	
Quantity	, 61	9	<u>67</u>
Builder's Plant	La Grange, Illinois	Erie, Pennsyl- vania	
Builder's Specifi- cations	8087	33906	
Builder	EMD	el GE	
Type	3,000 h.p Model SD 40-2 diesel- electric locomotive	3,000 h.p. Model C30-7 diesel- electric locomotive	

The Estimated Unit Base Price includes prepaid freight to Fridley, Minnesota.

AMENDMENT AGREEMENT dated as of December 1, 1979, among BURLINGTON NORTHERN INC. ("Lessee"), MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY ("Agent"), GENERAL ELECTRIC CREDIT CORPORATION, NORTHWESTERN NATIONAL BANK OF MINNEAPOLIS (collectively "Owners"), THE CONNECTICUT BANK AND TRUST COMPANY, not individually but solely in its capacity as Trustee ("Owner-Trustee") under a Trust Agreement No. 2 dated as of February 1, 1979, with the Owners, METROPOLITAN LIFE INSURANCE COMPANY ("Investor"), GENERAL MOTORS CORPORATION (ELECTRO-MOTIVE DIVISION) ("EMD") and GENERAL ELECTRIC COMPANY (collectively "Builders").

WHEREAS the parties hereto (other than the Builders) constitute all the parties to Participation Agreement No. 2 dated as of February 1, 1979 ("Participation Agreement No. 2"), and the terms defined therein are used herein with the same meanings;

WHEREAS the parties hereto constitute all the parties to Conditional Sale Agreement No. 2, Lease No. 2, CSA Assignment No. 2, Lease Assignment No. 2, Consent No. 2, Trust Agreement No. 2, Indemnity Agreement No. 2 and Funding Agreement No. 2 (collectively "Related Documents");

WHEREAS the parties hereto expected that 42 EMD units of Equipment would be delivered and accepted under Conditional Sale Agreement No. 1, but two of such EMD units of Equipment were not in fact delivered and accepted thereunder and were excluded therefrom pursuant to the terms of Conditional Sale Agreement No. 1;

WHEREAS the parties hereto desire that said two EMD units bearing Lessee's road numbers BN 7922 and BN 8030 ("Additional Equipment") be financed pursuant to Participation Agreement No. 2;

WHEREAS the parties hereto desire to amend Participation Agreement No. 2 and the Related Documents to provide for the financing of the Additional Equipment; and

WHEREAS Conditional Sale Agreement No. 2, CSA Assignment No. 2, Lease No. 2 and Lease Assignment No. 2 were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on May 10, 1979, at 1:40 p.m., recordation numbers 10361, 10361-A, 10361-B and 10361-C, respectively, and deposited in the Office of the Registrar General of Canada pursuant to Section 86 of the Railway Act of Canada on May 28, 1979, at 9:15 a.m.

NOW, THEREFORE, the parties hereto agree as

## follows:

- l. Participation Agreement No. 2 is hereby amended to redefine the term "Equipment" to include the Additional Equipment with an estimated unit base price of \$696,360 each, to increase the respective funding commitments of the Owners and the Investor correspondingly and to establish the Deposit Date and the Closing Date for the Additional Equipment as on or about December 27, 1979.
- 2. Conditional Sale Agreement No. 2 is hereby amended as necessary to add the Additional Equipment, including, without limitation, increasing the figure set forth in Item 5 of Annex A thereto to \$46,760,286.
- 3. Annex B to Conditional Sale Agreement No. 2 is hereby amended and restated in its entirety as shown in Exhibit A hereto.
- 4. Appendix A to Lease No. 2 is hereby amended and restated in its entirety as shown in Exhibit B hereto.
- 5. CSA Assignment No. 2, Lease Assignment No. 2, Consent No. 2, Trust Agreement No. 2, Indemnity Agreement No. 2 and Funding Agreement No. 2 are each hereby amended as necessary to permit the aforesaid amendments to Participation Agreement No. 2, Conditional Sale Agreement No. 2 and Lease No. 2, as though originally set forth therein.
- 6. The Lessee will promptly cause this Amendment Agreement to be filed and recorded in accordance with the provisions of Article 19 of the Conditional Sale Agreement No. 2 and § 18 of Lease No. 2.

7. Except as amended hereby, Participation Agreement No. 2 and the Related Documents shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized as of the day and year first above written.

BURLINGTON NORTHERN INC.,

by

Vice President and Treasurer

[Corporate Seal]

Attest:

Assistant Secretary

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Agent as aforesaid,

by

Assistant Vice President

[Corporate Seal]

Attest:

Corporate Trust Officer

THE CONNECTICUT BANK AND TRUST COMPANY, as Owner-Trustee as aforesaid,
by
Authorized Officer
GENERAL ELECTRIC CREDIT CORPORATION, by MARKET
Martin J. Kelly Manager-Rail Financing
NORTHWESTERN NATIONAL BANK OF MINNEAPOLIS,
by
Vice President

[Corporate Seal]

Attest:

[Corporate Seal]

Attest:

[Corporate Seal]

Authorized Officer

Attest:

	METROPOLITAN LIFE INSURANCE COMPANY,
	by
	Vice President
	by
	Assistant General Counsel
[Corporate Seal]	
Attest:	
Assistant Secretary	
	GENERAL MOTORS CORPORATION (ELECTRO-MOTIVE DIVISION),
	by
	Vice President
[Corporate Seal]	*
[Corporate Seal] Attest:	
•	
Attest:	GENERAL ELECTRIC COMPANY,
Attest:	GENERAL ELECTRIC COMPANY, by
Assistant Secretary	
Assistant Secretary  [Corporate Seal]	
Assistant Secretary	

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STATE OF MINNESOTA, )
) ss.:
COUNTY OF RAMSEY, )
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On this day of December 1979, before me personally appeared R. C. BURTON, JR., to me personally known, who, being by me duly sworn, says that he is the Vice President and Treasurer of BURLINGTON NORTHERN INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF MARYLAND, )

Output

On this day of December 1979, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is the Assistant Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

STATE OF CONNECTICUT. SS.: COUNTY OF HARTFORD,

On this day of December 1979, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of THE CONNECTICUT BANK AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF Connecticut) CITY OF Stamford,

On this <sup>(4)</sup> day of December 1979, before me personally appeared Martin 3. Kelly, to me personally known, who, being by me duly sworn, says that he is an Manager - Rail Financing of GENERAL ELECTRIC CREDIT CORPORA-TION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[Notarial Seal]

My Commission expires

NOTARY PUBLIC My Consistence Belies Marcin 31, 1964 STATE OF ,) ) ss.:
COUNTY OF ,)

On this day of December 1979 before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a of NORTHWESTERN NATIONAL BANK OF MINNEAPOLIS, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF NEW YORK, )

OUNTY OF NEW YORK,)

On this day of December 1979 before me personally appeared WILLIAM J. BLANCHFIELD and MARCUS N. LAMB, to me personally known, who, being by me duly sworn, say that they are, respectively, Vice President and Assistant General Counsel of METROPOLITAN LIFE INSURANCE COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

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STATE OF ILLINOIS, )

COUNTY OF COOK, )
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On this day of December 1979 before me personally appeared P. K. HOGLUND, to me personally known, who, being by me duly sworn, says that he is a Vice President of GENERAL MOTORS CORPORATION (Electro-Motive Division), that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires

COMMONWEALTH OF PENNSYLVANIA, )

COUNTY OF ERIE, )

On this day of December 1979 before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a of GENERAL ELECTRIC COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

ANNEX B

2

CONDITIONAL SALE AGREEMENT

\* The Estimated Unit Base Price includes prepaid freight to Fridley, Minnesota.

APPENDIX A TO LEASE

Time and Place of Delivery	August through December 1979, at Fridley, Minnesota	October, 1979, at Erie, Pennsylvania	
Esti- mated Total Base Price	\$42,477,960	4,282,326	300 036 343
Esti- mated* Unit Base Price	098,969\$	713,721	
Lessee's Road Numbers (Both Inclusive)	BN 7922 8030-8089	EN 5000 5008-5012	
Quantity	61	<b>9</b>	13
Builder's Plant	La Grange, Illinois	Erie, Pennsyl- vania	
Builder's Specifi- cations	8087	3390G	
Builder	EMD	8	
Type	3,000 h.p Model SD 40-2 diesel- electric locomotive	3,000 h.p. Model C30-7 diesel- electric locomotive	

The Estimated Unit Base Price includes prepaid freight to Fridley, Minnesota

AMENDMENT AGREEMENT dated as of December 1, 1979, among BURLINGTON NORTHERN INC. ("Lessee"), MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY ("Agent"), GENERAL ELECTRIC CREDIT CORPORATION, NORTHWESTERN NATIONAL BANK OF MINNEAPOLIS (collectively "Owners"), THE CONNECTICUT BANK AND TRUST COMPANY, not individually but solely in its capacity as Trustee ("Owner-Trustee") under a Trust Agreement No. 2 dated as of February 1, 1979, with the Owners, METROPOLITAN LIFE INSURANCE COMPANY ("Investor"), GENERAL MOTORS CORPORATION (ELECTRO-MOTIVE DIVISION) ("EMD") and GENERAL ELECTRIC COMPANY (collectively "Builders").

WHEREAS the parties hereto (other than the Builders) constitute all the parties to Participation Agreement No. 2 dated as of February 1, 1979 ("Participation Agreement No. 2"), and the terms defined therein are used herein with the same meanings;

WHEREAS the parties hereto constitute all the parties to Conditional Sale Agreement No. 2, Lease No. 2, CSA Assignment No. 2, Lease Assignment No. 2, Consent No. 2, Trust Agreement No. 2, Indemnity Agreement No. 2 and Funding Agreement No. 2 (collectively "Related Documents");

WHEREAS the parties hereto expected that 42 EMD units of Equipment would be delivered and accepted under Conditional Sale Agreement No. 1, but two of such EMD units of Equipment were not in fact delivered and accepted thereunder and were excluded therefrom pursuant to the terms of Conditional Sale Agreement No. 1;

WHEREAS the parties hereto desire that said two EMD units bearing Lessee's road numbers BN 7922 and BN 8030 ("Additional Equipment") be financed pursuant to Participation Agreement No. 2;

WHEREAS the parties hereto desire to amend Participation Agreement No. 2 and the Related Documents to provide for the financing of the Additional Equipment; and

WHEREAS Conditional Sale Agreement No. 2, CSA Assignment No. 2, Lease No. 2 and Lease Assignment No. 2 were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on May 10, 1979, at 1:40 p.m., recordation numbers 10361, 10361-A, 10361-B and 10361-C, respectively, and deposited in the Office of the Registrar General of Canada pursuant to Section 86 of the Railway Act of Canada on May 28, 1979, at 9:15 a.m.

NOW, THEREFORE, the parties hereto agree as

## follows:

- 1. Participation Agreement No. 2 is hereby amended to redefine the term "Equipment" to include the Additional Equipment with an estimated unit base price of \$696,360 each, to increase the respective funding commitments of the Owners and the Investor correspondingly and to establish the Deposit Date and the Closing Date for the Additional Equipment as on or about December 27, 1979.
- 2. Conditional Sale Agreement No. 2 is hereby amended as necessary to add the Additional Equipment, including, without limitation, increasing the figure set forth in Item 5 of Annex A thereto to \$46,760,286.
- 3. Annex B to Conditional Sale Agreement No. 2 is hereby amended and restated in its entirety as shown in Exhibit A hereto.
- 4. Appendix A to Lease No. 2 is hereby amended and restated in its entirety as shown in Exhibit B hereto.
- 5. CSA Assignment No. 2, Lease Assignment No. 2, Consent No. 2, Trust Agreement No. 2, Indemnity Agreement No. 2 and Funding Agreement No. 2 are each hereby amended as necessary to permit the aforesaid amendments to Participation Agreement No. 2, Conditional Sale Agreement No. 2 and Lease No. 2, as though originally set forth therein.
- 6. The Lessee will promptly cause this Amendment Agreement to be filed and recorded in accordance with the provisions of Article 19 of the Conditional Sale Agreement No. 2 and § 18 of Lease No. 2.

7. Except as amended hereby, Participation Agreement No. 2 and the Related Documents shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized as of the day and year first above written.

BURLINGTON NORTHERN INC.,

by

Vice President and Treasurer

[Corporate Seal]

Attest:

Assistant Secretary

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Agent as aforesaid,

by

Assistant Vice President

[Corporate Seal]

Attest:

Corporate Trust Officer

THE CONNECTICUT BANK AND TRUST COMPANY, as Owner-Trustee as aforesaid,

	by
	Authorized Officer
[Corporate Seal]	
Attest:	
Authorized Officer	
	GENERAL ELECTRIC CREDIT CORPORATION,
[Corporate Seal]	
Attest:	
	NORTHWESTERN NATIONAL BANK OF MINNEAPOLIS,

[Corporate Seal]

Attest:

R.L. Holmer

METROPOLITAN LIFE INSURANCE

	COMPANY,
	by
	Vice President
	by
	Assistant General Counsel
[Corporate Seal]	
Attest:	
Assistant Secretary	
	GENERAL MOTORS CORPORATION (ELECTRO-MOTIVE DIVISION),
	by
	Vice President
[Corporate Seal]	
Attest:	
Assistant Secretary	
	GENERAL ELECTRIC COMPANY,
	by
[Corporate Seal]	
Attest:	
Attesting Secretary	

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STATE OF MINNESOTA, )
) ss.:
COUNTY OF RAMSEY, )
```

On this day of December 1979, before me personally appeared R. C. BURTON, JR., to me personally known, who, being by me duly sworn, says that he is the Vice President and Treasurer of BURLINGTON NORTHERN INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF MARYLAND, )
) ss.:
CITY OF BALTIMORE, )

On this day of December 1979, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is the Assistant Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

STATE OF CONNECTICUT, )
) ss.:
COUNTY OF HARTFORD,

On this day of December 1979, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of THE CONNECTICUT BANK AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF , ) ss.: CITY OF , )

On this day of December 1979, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is an of GENERAL ELECTRIC CREDIT CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

STATE OF MINNESOTA ,)
) ss.:
COUNTY OF HENNEPIN ,)

On this 20 day of December 1979 before me personally appeared Thomas H. Smullen Jr. to me personally known, who, being by me duly sworn, says that he is a Vice President of NORTHWESTERN NATIONAL BANK OF MINNEAPOLIS, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[Notarial Seal]

My Commission expires

LINDA D. PETTY
NOTARY PUBLIC - MINNESOTA
HENNEPIN COUNTY
My Commission Expires May 1, 1988

Notary Publi

STATE OF NEW YORK, )
) ss.:
COUNTY OF NEW YORK,)

On this day of December 1979 before me personally appeared WILLIAM J. BLANCHFIELD and MARCUS N. LAMB, to me personally known, who, being by me duly sworn, say that they are, respectively, Vice President and Assistant General Counsel of METROPOLITAN LIFE INSURANCE COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

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STATE OF ILLINOIS, )

COUNTY OF COOK, )
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On this day of December 1979 before me personally appeared P. K. HOGLUND, to me personally known, who, being by me duly sworn, says that he is a Vice President of GENERAL MOTORS CORPORATION (Electro-Motive Division), that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires

COMMONWEALTH OF PENNSYLVANIA, )

COUNTY OF ERIE, )

On this day of December 1979 before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a of GENERAL ELECTRIC COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

ANNEX B

2

CONDITIONAL SALE AGREEMENT

Type	Builder	Builder's Specifi- cations	Builder's Plant	Quantity	Lessee's Road Numbers (Both Inclusive)	Esti- mated* Unit Base Price	Esti- mated Total Base Price	Time and Place of Delivery
3,000 h.p Model SD 40-2 diesel- electric locomotive	EMD	8087	La Grange, Illinois	61	EN 7922 8030–8089	\$696,360	\$42,477,960	August through December 1979, a: Fridley, Minnesota
3,000 h.p. Model C30-7 diesel- electric locomotive	· · · · · · · · · · · · · · · · · · ·	3390G	Erie, Pennsyl- vania	. <b>.</b>	BN 5000 5008-5012	713,721	4,282,326	October, 1979, F.O.B. Builder's plant at Erie, Pennsylvania

\$46,760,286

<u>67</u>

<sup>\*</sup> The Estimated Unit Base Price includes prepaid freight to Fridley, Minnesota.

APPENDIX A TO LEASE

	\$46,760,286		·	<u>67</u>				
October, 1979, at Erie, Pennsylvania	4,282,326	713,721	EN 5000 5008-5012	<b>v</b>	Erie, Pennsyl- vania	33906	B	,000 h.p. Model C30-7 diesel- electric locomotive
August through December 1979, at Fridley, Minnesot	\$42,477,960	098,360	BN 7922 8030-8089	61	La Grange, Illinois	8087	EMD	,000 h.p Model SD 40-2 diesel- electric locomotive
Time and Place of Delivery	Esti- mated Total Base Price	Esti- mated* Unit Base Price	Lessee's Road Numbers (Both Inclusive)	Quantity	Builder's Plant	Builder's Specifi- cations	Builder	Type

\* The Estimated Unit Base Price includes prepaid freight to Fridley, Minnesota.

AMENDMENT AGREEMENT dated as of December 1, 1979, among BURLINGTON NORTHERN INC. ("Lessee"), MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY ("Agent"), GENERAL ELECTRIC CREDIT CORPORATION, NORTHWESTERN NATIONAL BANK OF MINNEAPOLIS (collectively "Owners"), THE CONNECTICUT BANK AND TRUST COMPANY, not individually but solely in its capacity as Trustee ("Owner-Trustee") under a Trust Agreement No. 2 dated as of February 1, 1979, with the Owners, METROPOLITAN LIFE INSURANCE COMPANY ("Investor"), GENERAL MOTORS CORPORATION (ELECTRO-MOTIVE DIVISION) ("EMD") and GENERAL ELECTRIC COMPANY (collectively "Builders").

WHEREAS the parties hereto (other than the Builders) constitute all the parties to Participation Agreement No. 2 dated as of February 1, 1979 ("Participation Agreement No. 2"), and the terms defined therein are used herein with the same meanings;

WHEREAS the parties hereto constitute all the parties to Conditional Sale Agreement No. 2, Lease No. 2, CSA Assignment No. 2, Lease Assignment No. 2, Consent No. 2, Trust Agreement No. 2, Indemnity Agreement No. 2 and Funding Agreement No. 2 (collectively "Related Documents");

WHEREAS the parties hereto expected that 42 EMD units of Equipment would be delivered and accepted under Conditional Sale Agreement No. 1, but two of such EMD units of Equipment were not in fact delivered and accepted thereunder and were excluded therefrom pursuant to the terms of Conditional Sale Agreement No. 1;

WHEREAS the parties hereto desire that said two EMD units bearing Lessee's road numbers BN 7922 and BN 8030 ("Additional Equipment") be financed pursuant to Participation Agreement No. 2;

WHEREAS the parties hereto desire to amend Participation Agreement No. 2 and the Related Documents to provide for the financing of the Additional Equipment; and

WHEREAS Conditional Sale Agreement No. 2, CSA Assignment No. 2, Lease No. 2 and Lease Assignment No. 2 were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on May 10, 1979, at 1:40 p.m., recordation numbers 10361, 10361-A, 10361-B and 10361-C, respectively, and deposited in the Office of the Registrar General of Canada pursuant to Section 86 of the Railway Act of Canada on May 28, 1979, at 9:15 a.m.

NOW, THEREFORE, the parties hereto agree as

## follows:

- l. Participation Agreement No. 2 is hereby amended to redefine the term "Equipment" to include the Additional Equipment with an estimated unit base price of \$696,360 each, to increase the respective funding commitments of the Owners and the Investor correspondingly and to establish the Deposit Date and the Closing Date for the Additional Equipment as on or about December 27, 1979.
- 2. Conditional Sale Agreement No. 2 is hereby amended as necessary to add the Additional Equipment, including, without limitation, increasing the figure set forth in Item 5 of Annex A thereto to \$46,760,286.
- 3. Annex B to Conditional Sale Agreement No. 2 is hereby amended and restated in its entirety as shown in Exhibit A hereto.
- 4. Appendix A to Lease No. 2 is hereby amended and restated in its entirety as shown in Exhibit B hereto.
- 5. CSA Assignment No. 2, Lease Assignment No. 2, Consent No. 2, Trust Agreement No. 2, Indemnity Agreement No. 2 and Funding Agreement No. 2 are each hereby amended as necessary to permit the aforesaid amendments to Participation Agreement No. 2, Conditional Sale Agreement No. 2 and Lease No. 2, as though originally set forth therein.
- 6. The Lessee will promptly cause this Amendment Agreement to be filed and recorded in accordance with the provisions of Article 19 of the Conditional Sale Agreement No. 2 and § 18 of Lease No. 2.

7. Except as amended hereby, Participation Agreement No. 2 and the Related Documents shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized as of the day and year first above written.

BURLINGTON NORTHERN INC.,

by

Vice President and Treasurer

[Corporate Seal]

Attest:

Assistant Secretary

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Agent as aforesaid,

by

Assistant Vice President

[Corporate Seal]

Attest:

Corporate Trust Officer

THE	CONN	ECT:	CUT	BANK	AND	TRUST
COME	PANY,	as	Owne	er-Tru	ustee	as
afor	esaid	i, E				

		THE CONNECTICUT BANK AND TRUST COMPANY, as Owner-Trustee as aforesaid,	
		by	
		Authorized Officer	
	[Corporate Seal]		
• • •	Attest:		
	Authorized Officer		
•	Authorized Officer		
		GENERAL ELECTRIC CREDIT CORPORATION,	
		by	
;	[Corporate Seal]		
	Attest:		
		NORTHWESTERN NATIONAL BANK OF MINNEAPOLIS,	
		by	
		Vice President	
•	[Corporate Seal]		
	Attest:	Ye and the second of the secon	· .
· •			

METROPOLITAN LIFE INSURANCE COMPANY,

	by	lain 1	Dan	Mild
£		Vice Pi	esident	
	by A	714-	h	۸۸
	Assi	stant Ger	neral Cou	nsel
[Corporate Seal]				
Attest Marini				·
Assistant Secretary				
FRANCIS V. MAGUIRE				•
		MOTORS CO-MOTIVE I		
	рÀ	•		
		Vice Pr	esident	
[Corporate Seal]		·	·	
Attest:				
Assistant Secretary				
	GENERAL	ELECTRIC	COMPANY,	
	by		· .	
			. • •	. 7
[Corporate Seal]				
Attest:				
Attesting Secretary		· .		

STATE OF MINNESOTA, )
) ss.:
COUNTY OF RAMSEY, )

On this day of December 1979, before me personally appeared R. C. BURTON, JR., to me personally known, who, being by me duly sworn, says that he is the Vice President and Treasurer of BURLINGTON NORTHERN INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF MARYLAND, )
) ss.:
CITY OF BALTIMORE, )

On this day of December 1979, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is the Assistant Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

STATE OF CONNECTICUT, )
) ss.:
COUNTY OF HARTFORD, )

On this day of December 1979, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of THE CONNECTICUT BANK AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF , ) ss.: CITY OF , )

On this day of December 1979, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is an of GENERAL ELECTRIC CREDIT CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

STATE OF ,)
COUNTY OF ,)

On this day of December 1979 before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a of NORTHWESTERN NATIONAL BANK OF MINNEAPOLIS, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF NEW YORK, )
) ss.:
COUNTY OF NEW YORK,)

On this \$\beta\$ day of December 1979 before me personally appeared WILLIAM J. BLANCHFIELD and MARCUS N. LAMB, to me personally known, who, being by me duly sworn, say that they are, respectively, Vice President and Assistant General Counsel of METROPOLITAN LIFE INSURANCE COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Pu

[Notarial Seal]

My Commission expires

WILLIAM F. LYONS
NOTARY PUBLIC, State of New York
No. 41-2441150 Qual. in Queens Co.
Certificate filed in New York County
Commission Expires March 30, 1981

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STATE OF ILLINOIS, )

SS.:
COUNTY OF COOK, )
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On this day of December 1979 before me personally appeared P. K. HOGLUND, to me personally known, who, being by me duly sworn, says that he is a Vice President of GENERAL MOTORS CORPORATION (Electro-Motive Division), that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires

COMMONWEALTH OF PENNSYLVANIA, )

COUNTY OF ERIE, )

On this day of December 1979 before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a of GENERAL ELECTRIC COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

ANNEX B

2

CONDITIONAL SALE AGREEMENT

Time and Place of <u>Delivery</u>	August through December 1979, a: Fridley, Minnesota	October, 1979, F.O.B. Builder's plant at Erie, Pennsylvania
Esti- mated Total Base Price	\$42,477,960	4,282,326
Esti- mated* Unit Base Price	096,360	713,721
Lessee's Road Numbers (Both Inclusive)	BN 7922 8030-8089	BN 5000 5008-5012
Quantity	61	<b>v</b>
Builder's Plant	La Grange, Illinois	Erie, Pennsyl- vania
Builder's Specifi- cations	8087	3390G
Builder	EMD	뜅
Type	3,000 h.p Model SD 40-2 diesel- electric locomotive	3,000 h.p. Model C30-7 diesel- electric locomotive

\* The Estimated Unit Base Price includes prepaid freight to Fridley, Minnesota.

\$46,760,286

<u>67</u>

APPENDIX A TO LEASE

Time and Place of Delivery	August through December 1979, at Fridley, Minnesota	October, 1979, at Erie, Pennsylvania	
Esti- mated Total Base Price	\$42,477,960	4,282,326	540'lon'580
Esti- mated* Unit Base Price	969'360	713,721	ż
Lessee's Road Numbers (Both Inclusive)	BN 7922 8030-8089	BN 5000 5008-5012	
Quantity	61	9	9
Builder's Plant	La Grange, Illinois	Erie, Pennsyl- vania	
Builder's Specifi- cations	8087	3390G	
Builder	CMB	8	•
Type	3,000 h.p Model SD 40-2 diesel- electric locomotive	3,000 h.p. Model C30-7 diesel- electric locamotive	

\* The Estimated Unit Base Price includes prepaid freight to Fridley, Minnesota.

AMENDMENT AGREEMENT dated as of December 1, 1979, among BURLINGTON NORTHERN INC. ("Lessee"), MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY ("Agent"), GENERAL ELECTRIC CREDIT CORPORATION, NORTHWESTERN NATIONAL BANK OF MINNEAPOLIS (collectively "Owners"), THE CONNECTICUT BANK AND TRUST COMPANY, not individually but solely in its capacity as Trustee ("Owner-Trustee") under a Trust Agreement No. 2 dated as of February 1, 1979, with the Owners, METROPOLITAN LIFE INSURANCE COMPANY ("Investor"), GENERAL MOTORS CORPORATION (ELECTRO-MOTIVE DIVISION) ("EMD") and GENERAL ELECTRIC COMPANY (collectively "Builders").

WHEREAS the parties hereto (other than the Builders) constitute all the parties to Participation Agreement No. 2 dated as of February 1, 1979 ("Participation Agreement No. 2"), and the terms defined therein are used herein with the same meanings;

WHEREAS the parties hereto constitute all the parties to Conditional Sale Agreement No. 2, Lease No. 2, CSA Assignment No. 2, Lease Assignment No. 2, Consent No. 2, Trust Agreement No. 2, Indemnity Agreement No. 2 and Funding Agreement No. 2 (collectively "Related Documents");

WHEREAS the parties hereto expected that 42 EMD units of Equipment would be delivered and accepted under Conditional Sale Agreement No. 1, but two of such EMD units of Equipment were not in fact delivered and accepted thereunder and were excluded therefrom pursuant to the terms of Conditional Sale Agreement No. 1;

WHEREAS the parties hereto desire that said two EMD units bearing Lessee's road numbers BN 7922 and BN 8030 ("Additional Equipment") be financed pursuant to Participation Agreement No. 2;

WHEREAS the parties hereto desire to amend Participation Agreement No. 2 and the Related Documents to provide for the financing of the Additional Equipment; and

WHEREAS Conditional Sale Agreement No. 2, CSA Assignment No. 2, Lease No. 2 and Lease Assignment No. 2 were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on May 10, 1979, at 1:40 p.m., recordation numbers 10361, 10361-A, 10361-B and 10361-C, respectively, and deposited in the Office of the Registrar General of Canada pursuant to Section 86 of the Railway Act of Canada on May 28, 1979, at 9:15 a.m.

NOW, THEREFORE, the parties hereto agree as

## follows:

- l. Participation Agreement No. 2 is hereby amended to redefine the term "Equipment" to include the Additional Equipment with an estimated unit base price of \$696,360 each, to increase the respective funding commitments of the Owners and the Investor correspondingly and to establish the Deposit Date and the Closing Date for the Additional Equipment as on or about December 27, 1979.
- 2. Conditional Sale Agreement No. 2 is hereby amended as necessary to add the Additional Equipment, including, without limitation, increasing the figure set forth in Item 5 of Annex A thereto to \$46,760,286.
- 3. Annex B to Conditional Sale Agreement No. 2 is hereby amended and restated in its entirety as shown in Exhibit A hereto.
- 4. Appendix A to Lease No. 2 is hereby amended and restated in its entirety as shown in Exhibit B hereto.
- 5. CSA Assignment No. 2, Lease Assignment No. 2, Consent No. 2, Trust Agreement No. 2, Indemnity Agreement No. 2 and Funding Agreement No. 2 are each hereby amended as necessary to permit the aforesaid amendments to Participation Agreement No. 2, Conditional Sale Agreement No. 2 and Lease No. 2, as though originally set forth therein.
- 6. The Lessee will promptly cause this Amendment Agreement to be filed and recorded in accordance with the provisions of Article 19 of the Conditional Sale Agreement No. 2 and § 18 of Lease No. 2.

7. Except as amended hereby, Participation Agreement No. 2 and the Related Documents shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized as of the day and year first above written.

BURLINGTON NORTHERN INC.,

by

Vice President and Treasurer

[Corporate Seal]

Attest:

Assistant Secretary

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Agent as aforesaid,

by

Assistant Vice President

[Corporate Seal]

Attest:

Corporate Trust Officer

	THE CONNECTICUT BANK AND TRUST COMPANY, as Owner-Trustee as aforesaid,
	by
	Authorized Officer
[Corporate Seal]	
Attest:	
Authorized Officer	
	GENERAL ELECTRIC CREDIT CORPORATION,
[Corporate Seal]	
Attest:	•
	NORTHWESTERN NATIONAL BANK OF MINNEAPOLIS,
	by
	Vice President
[Corporate Seal]	

Attest:

METROPOLITAN LIFE INSURANCE

	COMPANY,
	by
	Vice President
	by
	Assistant General Counsel
[Corporate Seal]	
Attest:	
Assistant Secretary	
	GENERAL MOTORS CORPORATION (ELECTRO-MOTIVE DIVISION),
	by DK Harl
	Vice President
[Corporate Seal]	
Attest:	
Assistant Secretary	
·	GENERAL ELECTRIC COMPANY,
	by
[Corporate Seal]	
Attest:	
Attesting Secretary	

STATE OF MINNESOTA, )

COUNTY OF RAMSEY, )

On this day of December 1979, before me personally appeared R. C. BURTON, JR., to me personally known, who, being by me duly sworn, says that he is the Vice President and Treasurer of BURLINGTON NORTHERN INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF MARYLAND, )
) ss.:
CITY OF BALTIMORE, )

On this day of December 1979, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is the Assistant Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

STATE OF CONNECTICUT, )
) ss.:
COUNTY OF HARTFORD,

On this day of December 1979, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of THE CONNECTICUT BANK AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF , ) ss.: CITY OF , )

On this day of December 1979, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is an of GENERAL ELECTRIC CREDIT CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

STATE OF ,)
COUNTY OF ,)

On this day of December 1979 before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a of NORTHWESTERN NATIONAL BANK OF MINNEAPOLIS, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF NEW YORK, )
) ss.:
COUNTY OF NEW YORK,)

On this day of December 1979 before me personally appeared WILLIAM J. BLANCHFIELD and MARCUS N. LAMB, to me personally known, who, being by me duly sworn, say that they are, respectively, Vice President and Assistant General Counsel of METROPOLITAN LIFE INSURANCE COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

STATE OF ILLINOIS, )

COUNTY OF COOK, )

On this day of December 1979 before me personally appeared P. K. HOGLUND, to me personally known, who, being by me duly sworn, says that he is a Vice President of GENERAL MOTORS CORPORATION (Electro-Motive Division), that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Novary Public

[Notarial Seal]

My Commission expires September 18, 1983

COMMONWEALTH OF PENNSYLVANIA, )

COUNTY OF ERIE, )

On this day of December 1979 before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a of GENERAL ELECTRIC COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

ANNEX B

2

CONDITIONAL SALE AGREEMENT

Time and Place of Delivery	August through December 1979, at Fridley, Minnesota	October, 1979, F.O.B. Builder's plant at Erie, Pennsylvania	
Esti- mated Total Base Price	\$42,477,960	4,282,326	\$46,760,286
Esti- mated* Unit Base Price	9698	713,721	
Lessee's Road Numbers (Both Inclusive)	BN 7922 80308089	EN 5000 5008-5012	
Quantity	61	v	<u>67</u>
Builder's Plant	La Grange, Illinois	Erie, Pennsyl- vania	
Builder's Specifi- cations	8087	3390G	
Builder	EMD	원	
Type	3,000 h.p Model SD 40-2 diesel- electric locomotive	3,000 h.p. Model C30-7 diesel- electric locomotive	

\* The Estimated Unit Base Price includes prepaid freight to Fridley, Minnesota.

APPENDIX A TO LEASE

Time and Place of <u>Delivery</u>	960 August through December 1979, at Fridley, Minnesota	326 October, 1979, at Erie, Pennsylvania
Esti- mated Total Base Price	\$42,477,960	4,282,326
Esti- mated* Unit Base Price	098'969\$	713,721
Lessee's Road Numbers (Both Inclusive)	BN 7922 8030-8089	EN 5000 5008-5012
Quantity	61	<b>9</b>
Builder's Plant	La Grange, Illinois	Erie, Pennsyl- vania
Builder's Specifi- cations	8087	33906
Builder	CME	명
Type	,000 h.p Model SD 40-2 diesel- electric locomotive	,000 h.p. Model C30-7 diesel- electric

The Estimated Unit Base Price includes prepaid freight to Fridley, Minnesota.

<u>67</u>

AMENDMENT AGREEMENT dated as of December 1, 1979, among BURLINGTON NORTHERN INC. ("Lessee"), MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY ("Agent"), GENERAL ELECTRIC CREDIT CORPORATION, NORTHWESTERN NATIONAL BANK OF MINNEAPOLIS (collectively "Owners"), THE CONNECTICUT BANK AND TRUST COMPANY, not individually but solely in its capacity as Trustee ("Owner-Trustee") under a Trust Agreement No. 2 dated as of February 1, 1979, with the Owners, METROPOLITAN LIFE INSURANCE COMPANY ("Investor"), GENERAL MOTORS CORPORATION (ELECTRO-MOTIVE DIVISION) ("EMD") and GENERAL ELECTRIC COMPANY (collectively "Builders").

WHEREAS the parties hereto (other than the Builders) constitute all the parties to Participation Agreement No. 2 dated as of February 1, 1979 ("Participation Agreement No. 2"), and the terms defined therein are used herein with the same meanings;

WHEREAS the parties hereto constitute all the parties to Conditional Sale Agreement No. 2, Lease No. 2, CSA Assignment No. 2, Lease Assignment No. 2, Consent No. 2, Trust Agreement No. 2, Indemnity Agreement No. 2 and Funding Agreement No. 2 (collectively "Related Documents");

WHEREAS the parties hereto expected that 42 EMD units of Equipment would be delivered and accepted under Conditional Sale Agreement No. 1, but two of such EMD units of Equipment were not in fact delivered and accepted thereunder and were excluded therefrom pursuant to the terms of Conditional Sale Agreement No. 1;

WHEREAS the parties hereto desire that said two EMD units bearing Lessee's road numbers BN 7922 and BN 8030 ("Additional Equipment") be financed pursuant to Participation Agreement No. 2;

WHEREAS the parties hereto desire to amend Participation Agreement No. 2 and the Related Documents to provide for the financing of the Additional Equipment; and

WHEREAS Conditional Sale Agreement No. 2, CSA Assignment No. 2, Lease No. 2 and Lease Assignment No. 2 were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on May 10, 1979, at 1:40 p.m., recordation numbers 10361, 10361-A, 10361-B and 10361-C, respectively, and deposited in the Office of the Registrar General of Canada pursuant to Section 86 of the Railway Act of Canada on May 28, 1979, at 9:15 a.m.

NOW, THEREFORE, the parties hereto agree as

## follows:

- l. Participation Agreement No. 2 is hereby amended to redefine the term "Equipment" to include the Additional Equipment with an estimated unit base price of \$696,360 each, to increase the respective funding commitments of the Owners and the Investor correspondingly and to establish the Deposit Date and the Closing Date for the Additional Equipment as on or about December 27, 1979.
- 2. Conditional Sale Agreement No. 2 is hereby amended as necessary to add the Additional Equipment, including, without limitation, increasing the figure set forth in Item 5 of Annex A thereto to \$46,760,286.
- 3. Annex B to Conditional Sale Agreement No. 2 is hereby amended and restated in its entirety as shown in Exhibit A hereto.
- 4. Appendix A to Lease No. 2 is hereby amended and restated in its entirety as shown in Exhibit B hereto.
- 5. CSA Assignment No. 2, Lease Assignment No. 2, Consent No. 2, Trust Agreement No. 2, Indemnity Agreement No. 2 and Funding Agreement No. 2 are each hereby amended as necessary to permit the aforesaid amendments to Participation Agreement No. 2, Conditional Sale Agreement No. 2 and Lease No. 2, as though originally set forth therein.
- 6. The Lessee will promptly cause this Amendment Agreement to be filed and recorded in accordance with the provisions of Article 19 of the Conditional Sale Agreement No. 2 and § 18 of Lease No. 2.

7. Except as amended hereby, Participation Agreement No. 2 and the Related Documents shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized as of the day and year first above written.

BURLINGTON NORTHERN INC.,

by

Vice President and Treasurer

[Corporate Seal]

Attest:

Assistant Secretary

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Agent as aforesaid,

by

Assistant Vice President

[Corporate Seal]

Attest:

Corporate Trust Officer

THE CONNECTICUT BANK AND TRUST COMPANY, as Owner-Trustee as aforesaid,
by
Authorized Officer
GENERAL ELECTRIC CREDIT CORPORATION,
by
NORTHWESTERN NATIONAL BANK OF MINNEAPOLIS,
,

Vice President

[Corporate Seal]

[Corporate Seal]

[Corporate Seal]

Attest:

Authorized Officer

Attest:

Attest:

MANAGER-MARKETING LOCOMOTIVE MARKETING DEPARTMENT

	METROPOLITAN LIFE INSURANCE COMPANY,
	þy
	Vice President
	by
	Assistant General Counsel
[Corporate Seal]	
Attest:	·
Assistant Secretary	
	GENERAL MOTORS CORPORATION (ELECTRO-MOTIVE DIVISION),
	by
	Vice President
[Corporate Seal]	
Attest:	
Assistant Secretary	
	GENERAL ELECTRIC COMPANY,
	by DM Inv.

[Corporate Seal]

Attest:

```
STATE OF MINNESOTA, )
) ss.:
COUNTY OF RAMSEY, )
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On this day of December 1979, before me personally appeared R. C. BURTON, JR., to me personally known, who, being by me duly sworn, says that he is the Vice President and Treasurer of BURLINGTON NORTHERN INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF MARYLAND, )

(CITY OF BALTIMORE, )

On this day of December 1979, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is the Assistant Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

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STATE OF CONNECTICUT, )
) ss.:
COUNTY OF HARTFORD, )
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On this day of December 1979, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of THE CONNECTICUT BANK AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF , ) ss.: CITY OF , )

On this day of December 1979, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is an of GENERAL ELECTRIC CREDIT CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

STATE OF ,) ) ss.:
COUNTY OF ,)

On this day of December 1979 before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a of NORTHWESTERN NATIONAL BANK OF MINNEAPOLIS, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF NEW YORK, )
) ss.:
COUNTY OF NEW YORK,)

On this day of December 1979 before me personally appeared WILLIAM J. BLANCHFIELD and MARCUS N. LAMB, to me personally known, who, being by me duly sworn, say that they are, respectively, Vice President and Assistant General Counsel of METROPOLITAN LIFE INSURANCE COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

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STATE OF ILLINOIS, )

COUNTY OF COOK, )
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On this day of December 1979 before me personally appeared P. K. HOGLUND, to me personally known, who, being by me duly sworn, says that he is a Vice President of GENERAL MOTORS CORPORATION (Electro-Motive Division), that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires

COMMONWEALTH OF PENNSYLVANIA, )

COUNTY OF ERIE, )

On this day of December 1979 before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a of GENERAL ELECTRIC COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

ANNEX B

2

CONDITIONAL SALE AGREEMENT

Time and Place of Delivery	August through December 1979, at Fridley, Minnesota	October, 1979, F.O.B. Builder's plant at Erie, Pennsylvania	
Esti- mated Total Base Price	\$42,477,960	4,282,326	\$46,760,286
Esti- mated* Unit Base Price	096,360	713,721	
Lessee's Road Numbers (Both Inclusive)	EN 7922 8030-8089	BN 5000 5008-5012	
Quantity	61	v	<u>67</u>
Builder's Plant	La Grange, Illinois	Erie, Pennsyl- vania	
Builder's Specifi- cations	8087	3390G	
Builder	EMD	8	, ,
Type	3,000 h.p Model SD 40-2 diesel- electric locomotive	3,000 h.p. Model C30-7 diesel- electric locomotive	

\* The Estimated Unit Base Price includes prepaid freight to Fridley, Minnesota,

APPENDIX A TO LEASE

Type	Builder	Builder's Specifi- cations	Builder's Plant	Quantity	Lessee's Road Numbers (Both Inclusive)	Esti- mated* Unit Base Price	Esti- mated Total Base Price	Time and Place of Delivery
,000 h.p Model 3D 40-2 diesel- electric locomotive	QNI	8087	La Grange, Illinois	61	BN 7922 8030-8089	\$696,360	\$42,477,960	August through December 1979, at Fridley, Minnesota
,000 h.p. Model 230-7 diesel- electric locomotive	<b>B</b>	3390G	Erie, Pennsyl- vania	vo	BN 5000 50085012	713,721	4,282,326	October, 1979, at Erie, Pennsylvania
				<u>67</u>			\$46,760,286	

The Estimated Unit Base Price includes prepaid freight to Fridley, Minnesota.

## Interstate Commerce Commission Washington, D.C. 20423

12/26/79

## OFFICE OF THE SECRETARY

Laurance V Goodrich Cravath, Swaine & Moore One Chase Manhattan Plaza New York, N.Y. 10005

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 12/26/79 at 3:55pm, and assigned rerecordation number(s).

Sincerely yours,

Agatha L. Mergenovich Secretary

The L. Musenwich

Enclosure(s)